

# TRANSMITTAL AND NOTICE OF APPROVAL OF STATE PLAN MATERIAL

FOR: HEALTH CARE FINANCING ADMINISTRATION

1. TRANSMITTAL NUMBER:

0 2 - 0 1 6

2. STATE:

Iowa

3. PROGRAM IDENTIFICATION: TITLE XIX OF THE SOCIAL  
SECURITY ACT (MEDICAID)

4. PROPOSED EFFECTIVE DATE

July 1, 2002

TO: REGIONAL ADMINISTRATOR  
HEALTH CARE FINANCING ADMINISTRATION  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

5. TYPE OF PLAN MATERIAL (Check One):

☐ NEW STATE PLAN

☐ AMENDMENT TO BE CONSIDERED AS NEW PLAN

☒ AMENDMENT

COMPLETE BLOCKS 6 THRU 10 IF THIS IS AN AMENDMENT (Separate Transmittal for each amendment)

6. FEDERAL STATUTE/REGULATION CITATION:

42 CFR 431.615

7. FEDERAL BUDGET IMPACT:

a. FFY 02 \$ 7  
b. FFY 03 \$ 21

8. PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT:

Supplement 8 to Attachment 4.16-A,  
pages 1 - 10

9. PAGE NUMBER OF THE SUPERSEDED PLAN SECTION  
OR ATTACHMENT (If Applicable):

Supplement 8 to Attachment 4.16-A,  
pages 1 - 11

10. SUBJECT OF AMENDMENT:

Renewal of cooperative agreement with Iowa Department of Public Health for  
matching data files

11. GOVERNOR'S REVIEW (Check One):

☒ GOVERNOR'S OFFICE REPORTED NO COMMENT

☐ COMMENTS OF GOVERNOR'S OFFICE ENCLOSED

☐ NO REPLY RECEIVED WITHIN 45 DAYS OF SUBMITTAL

☐ OTHER, AS SPECIFIED:

12. SIGNATURE OF STATE AGENCY OFFICIAL:

13. TYPED NAME:

Jessie K. Rasmussen

14. TITLE:

Director

15. DATE SUBMITTED:

7-29-02 7-29-02

16. RETURN TO:

Director  
Department of Human Services  
Hoover State Office Building  
Des Moines, Iowa 50319-0114

DATE RECEIVED	DATE APPROVED
07/01/02	07/01/02
PLAN APPROVED	ONE COPIES ATTACHED
21. TYPED NAME	22. SIGNATURE
Thomas V. Rasmussen	[Signature]
23. REMARKS	24. REMARKS
Rasmussen	

MEMORANDUM OF AGREEMENT

BETWEEN THE

IOWA DEPARTMENT OF HUMAN SERVICES

AND

IOWA DEPARTMENT OF PUBLIC HEALTH

July 1, 2002

through

June 30, 2003

TN No. MS-02-16  
Supersedes TN No. MS-01-27

Approval Date OCT 25 2002  
Effective Date JUL 01 2002

**IOWA DEPARTMENT OF HUMAN SERVICES  
And  
IOWA DEPARTMENT OF PUBLIC HEALTH**

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**1.0 IDENTITY OF PARTIES.**

- A. The State of Iowa, Department of Human Services, (referred to in this document as "the Department") is the issuing agency for this Agreement. The Department's address is: Hoover State Office Building, 1305 East Walnut, Des Moines, Iowa, 50319.
- B. The State of Iowa, Department of Public Health (referred to in this document as IDPH) is entering into this Agreement to provide the services defined in Section 4.0. The address of the IDPH is: Lucas State Office Building, 321 East 12<sup>th</sup> Street, Des Moines, Iowa, 50319.

**2.0 DURATION OF AGREEMENT.**

The term of this Agreement shall be July 1, 2002 through June 30, 2003, unless terminated earlier in accordance with the Termination section of this Agreement.

**3.0 PURPOSE.**

The parties have entered into this Agreement for the purpose of retaining the IDPH to: provide for the transfer of funds for the development and implementation of linked data files of vital records and Medicaid claim forms for the purpose of evaluating Medicaid services provided to pregnant women and children.

**4.0 SCOPE OF SERVICES.**

The IDPH shall provide the following services in accordance with the defined performance expectations as set forth below

- A. Evaluate birth outcomes for medical assistance recipients using the data available through the Medicaid claims data and vital records. Refer to Senate File 538, 1989 General Assembly.
- B. Prepare an annual report providing an analysis of the files and summary of birth outcomes. A copy of this report shall be provided to the Department.

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## 5.0 COMPENSATION.

	Total	State (DHS)	Federal
Personnel:			
(Includes fringe benefits)			
.45 FTE PSE III	\$41,865.50	\$20,932.75	\$20,932.75
.15 FTE System Analysis	14,212.50	7,106.25	7,106.25
<b>TOTAL</b>	<b>\$56,078</b>	<b>\$28,039</b>	<b>\$28,039</b>

The IDPH will be paid for the services described in the Scope of Services section a fee not to exceed \$ 56,078 for the Agreement period.

- A. The IDPH shall submit detailed invoices on a quarterly basis for services rendered. The invoices shall be submitted to the Department with appropriate documentation as necessary to support all charges included on the invoice. The Agreement Number shall be placed on all claims for payment. Claims shall be submitted to:

Sally Nadolsky  
Department of Human Services  
Hoover State Office building  
Des Moines, IA, 50319

- B. The invoices shall be reviewed by the Department for accuracy and adequacy of documentation before approval and submission to Payments and Receipts for processing. The State shall pay all approved invoices in arrears and in conformance with Iowa Code Section 421.40 and 701 IAC 201.1(2). The State may pay in fewer than sixty (60) days, as provided in Iowa Code Section 421.40. However, an election to pay in fewer than sixty (60) days shall not act as an implied waiver of Iowa Code Section 421.40.

## 6.0 DEFAULT AND TERMINATION.

### A. Termination for Cause by the Department

1. The occurrence of any one or more of the following events shall constitute cause for the Department to declare the IDPH in default of its obligations under this Agreement:
  - a. Failure to observe any condition or perform any obligation created by the Agreement; or

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- b. Failure to make substantial and timely progress toward performance of the Agreement;
2. Notice of Default by the Department: If there is a default event caused by the IDPH, the Department shall provide written notice to IDPH requesting that the default be remedied immediately. If the default or noncompliance continues to be evidenced 30 days' beyond the date of the written notice, the Department may do one or more of the following:
- a. Immediately terminate the Agreement with written notice; or.
  - b. Enforce the terms and conditions of the Agreement and seek any legal or equitable remedies.

**B. Termination upon Notice**

Either party may terminate this Agreement, without penalty or incurring of further obligation, upon 30 days' written notice. The IDPH shall be entitled to compensation for services or goods provided prior to and including the termination date.

- E. Delay or Impossibility of Performance.** Neither party shall be in default under this Agreement if performance is delayed or made impossible by an act of God. The delay or impossibility must be beyond the control and without the fault or negligence of the defaulting party. If delay results from a subcontractor's conduct, negligence or failure to perform, the IDPH shall not be excused from compliance with the terms and conditions of this Agreement.

**F. Upon Expiration or Termination of this Agreement, the IDPH Shall:**

- 1. Deliver to the Department within twenty (20) calendar days after such expiration or termination all data (and data base definitions), records, information and items, including partially completed plans, drawings, data, documents, surveys, maps, reports and models which belong to the Department;
- 2. Comply with the Department's instructions for the timely transfer of active files and work being performed by IDPH under this Agreement to the Department or the Department's designee;
- 3. Protect and preserve property in the possession of the IDPH in which the Department has an interest;
- 4. Stop work under this agreement on the date specified in any notice of termination provided by the Department;
- 5. Submit to the Department invoices substantiating all charges for work performed by IDPH prior to the effective date of expiration or termination;
- 6. Cooperate in good faith with the Department, its employees and agents during the transition period between the notification of termination and the substitution of any replacement.

**07.0 INTELLECTUAL PROPERTY.**

**A. Works Made For Hire**

- 1. All information, reports, studies, object or source codes, flow charts, diagrams, and other tangible and intangible material of any nature whatsoever produced by or as a result if any of the Agreement services, and all copies of any of the foregoing, shall be the sole and exclusive property of the Department. All such

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materials and all copies shall be deemed "works made for hire" of which the Department shall be deemed the author.

2. To the extent that the materials are not deemed "works made for hire," the IDPH shall make an exclusive perpetual, royalty-free assignment of all rights, title, and interest in such materials, including copyrights and trade secrets, to the Department. The IDPH shall not be entitled to make any use of the materials except as may be expressly permitted in this Agreement.
- B. **Warranty Regarding Intellectual Property Rights.** The IDPH warrants that, in the performance of this Agreement, the IDPH's work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by the IDPH will not infringe any copyright, patent, trademark, trade dress, or other intellectual property right of the IDPH or others. The IDPH shall inform the Department in writing, in advance, if the IDPH's performance, furnishing, use, or reliance could reasonably be deemed to infringe any patent, copyright, trademark, trade dress, or other such intellectual property right of the IDPH or of others.
- C. **Right to Use Intellectual Property.** To the extent the IDPH has the right to do so, the furnishing or using of any intellectual property by the IDPH in system documentation, and system training shall confer the Department the unrestricted, irrevocable right under the IDPH's intellectual property rights, to make, have made, use sell, license, publish, and/or lease any such intellectual property without the payment of additional consideration by the Department.
- D. Pursuant to 45 CFR 95.617(b), the U.S. Department of Health and Human Services (HSS) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal government purposes, modifications, and documentation.

**08.0 SUSPENSION AND DEBARMENT.** The IDPH certifies pursuant to 31 CFR Part 19 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.

**09.0 LOBBYING RESTRICTIONS.** The IDPH shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements.

**10.0 TOBACCO SMOKE.**

- A. Public Law 103227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, agreement, loan, or loan guarantee. The law also applies to children's services that are provided in

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indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

- B. IDPH certifies that it and its subcontractors will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

#### 11.0 AGREEMENT ADMINISTRATION.

- A. **Independent Contractor.** The status of the IDPH, and all subcontractors, shall be that of an independent contractor. The Department shall not provide the IDPH with office space, support staff, equipment or tools, or supervision beyond the terms of this Agreement.

**B. Compliance with Equal Employment and Affirmative Action Provisions.** The IDPH shall comply with all provisions of federal, state and local laws, rules and executive orders which apply to insure that no client, employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. This includes but is not limited to Equal Employment Opportunity provision, Occupational Health and Safety Act, Affirmative Action and civil rights rules and regulations, Rehabilitation Act of 1973, and the Americans with Disabilities Act. The IDPH, if requested, shall provide state or federal agencies with appropriate reports as required to insure compliance with equal opportunity laws and regulations. The IDPH shall insure that its employees, agents and subcontractors comply with the provisions of this clause.

- C. **Compliance with Laws and Regulations.** The IDPH, its employees, agents and subcontractors, shall comply with all applicable state and federal laws, rules, ordinances, regulations and orders. The IDPH, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

- D. **Authorization.** Each party to this Agreement represents and warrants to the other that:

1. It has the right, power and authority to enter into and perform its obligations under this Agreement.
2. It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

- E. **Successors in Interest.** All terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

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**F. Cumulative Rights.** The various rights, powers, options, elections and remedies of

either party provided in this Agreement, shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, or shall in any way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.

- G. Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- H. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of this Agreement.
- I. Choice of Law and Forum.** The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Agreement shall be brought in an appropriate Iowa forum.
- J. Use of Third Parties.** The Department acknowledges that the IDPH may enter into an agreement with third parties for the performance of any of the IDPH's obligations under this Agreement. All subcontracts shall be subject to prior approval by the Department. The IDPH may enter into these agreements to complete the project provided that the IDPH remains responsible for all services performed under this Agreement. All restrictions, obligations and responsibilities of the IDPH under this Agreement shall also apply to the subcontractors. The Department shall have the right to request the removal of a subcontractor from the Agreement for good cause.
- K. Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. This Agreement is intended only to benefit the Department and the IDPH.
- L. Not a Joint Venture.** Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind of agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor for services and acting toward the mutual benefits expected to be derived here. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Agreement.
- M. M. Assignment and Delegation.** This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For purposes of construing this clause, a transfer of a controlling interest in the Agreement shall be considered an assignment.
- N. Solicitation.** The IDPH warrants that no person or selling agency has been employed or retained to solicit and secure this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.



- O. **Amendments.** This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement shall be fully executed by both parties.
- P. **Additional Provisions.** The parties agree that if an Addendum, Attachment or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- Q. **Confidentiality.** Information of the Department that identifies clients and services is confidential. The IDPH and its employees, agents and subcontractors shall be allowed access to such information only as needed for performance of their duties related to this Agreement. IDPH shall not use confidential information for any purpose other than carrying out IDPH's obligations under this Agreement. The IDPH shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. The IDPH may be held civilly or criminally liable for improper disclosure. IDPH shall promptly notify the Department of any request for disclosure of confidential information received by the IDPH.
- R. **Records Retention and Access.** The IDPH shall maintain books, records, and documents which sufficiently and properly document and explain all charges billed to the Department throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit begun during the aforementioned five (5) years, whichever is later. Records to be maintained include both financial records and service records. The IDPH shall permit the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the IDPH relating to orders, invoices, payments, services provided or any other documentation or materials pertaining to this Agreement, wherever such records may be located.
- S. **Express Warranties.** The IDPH expressly warrants, within the standards of care used within the industry, all aspects of the goods and services provided or used by it in the performance of this Agreement.
- T. **Headings or Captions.** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.
- U. **Integration.** This Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in this Agreement.
- V. **Supersedes Former Agreements or Agreements.** This Agreement supersedes all prior Agreements or Agreements between the Department and the IDPH for services and products provided in connection with this Agreement.
- W. **United States Department of Health and Human Services (HHS) Contingency.** This Agreement is subject to approval, review, and modification of the HHS.

- X. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and the IDPH, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- Y. **Obligations Beyond Agreement Term.** This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. All obligations of the Department and the IDPH incurred or existing under this Agreement as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Agreement.
- Z. **Health Insurance Portability and Accountability Act of 1996.** The IDPH shall comply with the security of medical data provisions of the Health Insurance Portability and Accountability Act of 1996 and the accompanying regulations when final. The proposed regulations are published in the Federal Register, Volume 63, pages 43242 through 43280 dated August 12, 1998. The final regulations will be codified at 45 CFR Part 142.
- The IDPH shall comply with the privacy of medical data provisions of the Health Insurance Portability and Accountability Act of 1996 and the final regulations published in the Federal Register, Volume 65, pages 82462 through 828699, dated December 28, 2000. The final regulations will be codified at 45 CFR Parts 160 and 164.
- The IDPH shall comply with the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, and the final regulations published in the Federal Register, Volume 65, pages 50312 through 50371, dated August 17, 2000, including the use of standard transaction in any electronic transactions performed. The final regulations will be codified at 45 CFR Part 160 and 162.
- Prior to the time that the Department implements the Health Insurance Portability and Accountability Act of 1996, the parties agree that a Business Associate Contract and/or a Trading Partner Agreement may be necessary under the terms of HIPAA and agree to either execute separate contract(s) regarding those terms or addendum(s) to this Contract.
- AA. **Notices.** Notices under this Agreement shall be in writing to the individual at the address as it appears. The effective date for any notice under this Agreement shall be the date of mailing which may be effected by certified U.S. Mail, return receipt requested, with postage prepaid thereon, or by recognized overnight delivery service such as Federal Express or UPS:

If to Agency:

Department of Human Services

Attn.: Sally Nadolsky

Bureau of Long Term Care

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JUL 01 2002

If to IDPH:

Iowa Department of Public Health

Attn.: Jude Igbokwe

Director,

State Center for Health Statistics

12.0 EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

The State of Iowa, The Iowa Department of Public Health

By: Stephen C. Gleason, D.O. Date: 6-21-02  
MS

Name: Stephen C. Gleason, D.O.

Title: Director

Federal Tax Identification Number: 42 6004523

The State of Iowa, The Department of Human Services

By: Jessie K. Rasmussen Date: 5-14-02

Name: Jessie K. Rasmussen

Title: Director

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